

**Memorandum of Agreement
Mural for West Lafayette, IN – Main Post Office**

Preamble: Having reached a mutual agreement that the installation and maintenance of a mural pursuant to the public arts initiatives of the City of West Lafayette, Indiana, the parties to this Memorandum of Agreement (MOA) desire to memorialize the agreements reached and proceed with the public arts project. The purpose of this MOA is to set forth the agreements and mutual covenants between the parties hereto. The parties are George L. Timmons & Son, Limited Partnership (Owner), the City of West Lafayette, Indiana (City), and the United States Postal Service (USPS). This agreement is essentially between the principal parties, the Owner and the City; with the USPS joining the agreement to reflect the consent of the USPS as holder of the leasehold interest to the project.

Basic Agreement: Pursuant to the proposal set forth in that certain letter of May 13, 2013, from Mayor John R. Dennis, City of West Lafayette, the City agrees to provide all labor, materials, and supervision to install a mural on the east side of the Main Post Office building located at 610 West Navajo Street, West Lafayette, IN 47906. In consideration of the mutual covenants herein, this mural is to be installed at the City's sole cost and expense.

Conditions of the Agreement:

- The City will be responsible for all present and recurring costs for the installation of the mural and its perpetual care and maintenance and restoration. The City shall also be responsible for removal of the mural and restoration of the wall surface should the USPS vacate the premises in the future and the Owner's reuse of the property requires removal.
- The City shall obtain written approval from the State Historic Preservation Officer, State of Indiana, if the topic of the mural is deemed historically significant. Any other State or local code, guideline, or ordinance compliance shall also be the responsibility of the City.
- Prior to installation of the mural, the City will provide the Owner and the USPS with the opportunity to review the subject matter and the design of the mural. This agreement is expressly conditioned on the written approval of the subject matter and the design by the Owner and the USPS. The mural is to be of professional artistic quality.
- The City shall indemnify and "hold harmless" the Owner and the USPS against any and all claims, causes, or liabilities that may arise directly from the installation and perpetual care or the mural or its ultimate removal.
- This agreement is with the express understanding that no easement or other estate in the title to the property is conveyed by the MOA and this agreement is a revocable license which may be terminated by the Owner in the event the USPS ceases to lease the subject property from the Owner.
- Each signer to this MOA hereby certifies that it is legally authorized to bind their respective parties pursuant to the terms of the MOA.
- In the event the mural is not completed by June 30, 2015, this MOA may be terminated by the Owner without recourse.
- In the event of a dispute, this agreement shall be interpreted pursuant to the laws of the State of Indiana.

This agreement will be deemed effective as of the date of execution by the last party executing the MOA, as indicated below.

City of West Lafayette, Lafayette, Indiana

By: _____ Date: _____
John R. Dennis, Mayor

George L. Timmons & Son, Limited Partnership

BY: _____ Date: _____
Steven J. Roberts, General Partner

United States Postal Service

By: _____ Date: _____

Note: Execution by the United States Postal Service is for the sole purpose of consenting, as a tenant, to the Memorandum of Agreement and does not impose any liability or expense of any nature on the Postal Service.